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K#: **8661**

Employer Name: **National Transient Lodge Articles of Agreement**

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NATIONAL TRANSIENT LODGE (NTL)

ARTICLES OF AGREEMENT

98 pgs

between the



International Brotherhood of
**Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers & Helpers**

and the

Signatory Employers Hereto

Effective Nov. 1, 2001 through Oct. 31, 2004

NATIONAL TRANSIENT LODGE (NTL)

ARTICLES OF AGREEMENT

between the



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**Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers & Helpers**

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NATIONAL TRANSIENT LODGE

ARTICLES OF AGREEMENT

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National Transient Lodge (NTL)

Articles of Agreement

between the

International Brotherhood of
**Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers, and Helpers**
(Herein referred to as "Union")

and the

Signatory Employers Hereto
(Herein referred to as "Contractor")

**Governing Wages and Working Conditions on
Construction and Tank Work**

Effective March 11, 1946, and as amended March 11, 1947, August 8, 1947, April 5, 1948, June 4, 1948, August 21, 1949, August 21, 1950, August 21, 1952, August 21, 1953, August 21, 1954, August 21, 1955, August 21, 1956, August 21, 1957, August 21, 1958, January 1, 1960, January 1, 1961, January 1, 1963, January 1, 1965, January 1, 1967, January 1, 1969, January 1, 1971, January 1, 1973, January 1, 1975, January 1, 1977, January 1, 1979, February 18, 1981, October 20, 1983, November 1, 1985, November 1, 1986, November 1, 1989, November 1, 1992, November 1, 1995, November 1, 1998, and November 1, 2001

PREAMBLE

WHEREAS, The parties hereto have maintained a mutually satisfactory bargaining relationship in the work area covered by collective agreements between them which have been in effect over a substantial period of years; and

WHEREAS, The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers and/or subordinate subdivisions thereof embrace within their membership large numbers of qualified journeymen who have constituted in the past, and continue so to do, a majority of the employees employed by the Employer herein;

WHEREAS, The Contractor and the Brotherhood recognize that this Agreement must take into consideration the transitory nature of the work done by the Contractor; and

WHEREAS, The nature of many of the products of the Contractor is such that a sufficient proportion of skilled and trained workers is required to construct them safely, economically and well; and

1 WHEREAS, The comparatively short
2 duration of most field erection jobs compels
3 the skilled and trained workers to live a
4 migratory life, which makes it impossible to
5 localize such construction; and
6

7 WHEREAS, Local or area agreements,
8 regulations and practices do not adequately
9 provide for a strictly national approach to
10 the problem;
11

12 NOW, THEREFORE, the Contractor and
13 the Brotherhood do hereinafter agree to the
14 following articles applicable to field erection work:
15
16

17 **ARTICLE 1**
18 **SCOPE AND RECOGNITION**
19

20 **Art 1(a)** This Agreement embraces all construction work coming under the jurisdiction
21 of the Brotherhood in the United States.
22
23

24 **Art 1(b)** The Employer recognizes the
25 Union as the sole and exclusive bargaining representative for all field construction, maintenance and repair boilermakers, helpers, learner
26 helpers, mechanic trainees and apprentices
27 employed by the Employer now or during the
28 life of this Agreement with respect to wages,
29 hours, and conditions of work.
30
31

1 **Art 1(c)** Where membership is required
2 under Article 4(a) employees in the follow-
3 ing classifications need not be members of
4 the Brotherhood: civil, electrical and
5 mechanical engineers, field inspectors, time-
6 keepers, watchmen, water boys, messenger
7 boys and office workers, provided they do
8 not perform any of the work covered by the
9 terms of this Agreement.

10
11 **Art 1(d)** It is further understood that the
12 men on each job will not interfere in any
13 way with the affiliation or non-affiliation of
14 the employees of the Contractor's Customer
15 or of the owner or with the employees of
16 other contractors.

17
18 **ARTICLE 2**
19 **CLASSIFICATION OF WORK AND**
20 **MANPOWER RATIOS**
21

22 **Art 2(a)** All work in the erection of con-
23 tainment vessels, process and surge tanks in
24 industries other than the food, beverage and
25 pharmaceutical industry, penstocks, pit lin-
26 ers, scroll cases, draft tubes, gates, stacks and
27 stack liners and all other work in connection
28 with dams and locks, water softeners, water
29 filter plants of any type, material, shape or
30 pressure including but not limited to tower
31 tanks, swimming pools and other cylindri-

1 cal structures shall be performed under the
2 provisions of this Agreement. The hire and
3 assignment of men on the work as set forth
4 above shall be as follows:
5

6 **Art. 2(a)(1)** The Foreman (Article 8) and
7 the first five (5) men, including the Pusher
8 (Assistant Foreman), shall be national tran-
9 sient boilermakers and the next five (5)
10 shall be local boilermakers, if available and
11 qualified.
12

13 **Art. 2(a)(2)** Provided local boilermakers
14 are available, national transient boilermak-
15 ers and local boilermakers shall be hired
16 alternately to maintain this ratio.
17

18 **Art. 2(a)(3)** An exception to the above ref-
19 erenced ratio on multiple tank jobs built
20 simultaneously, the first five (5) men includ-
21 ing the pusher (assistant foreman) shall be
22 national transient boilermakers and the next
23 three (3) shall be local boilermakers if avail-
24 able and qualified. Provided local boiler-
25 makers are available and qualified, national
26 transient boilermakers and local boilermak-
27 ers shall be hired alternately one for one
28 thereafter.
29

30 **Art. 2(b) Tank Erection.** Due to the hazards
31 and skills required, tower tank, storage tank,

process and surge tank in the food, beverage and pharmaceutical industry, standpipe and reservoir erection work is excepted from the above provisions governing assignment of men and the Contractor shall determine for himself whether to erect such a structure with a crew composed entirely of national transient boilermakers or whether such crew shall consist of a partial crew of national transient boilermakers supplemented by local boilermakers.

When the NTL Agreement is excluded in its entirety from Project Labor Agreements, except for tower tank erection, the above referenced work shall be performed under the provisions of Article 2(a) above.

Art 2(c) All work on boilers and in connection with boilers (nuclear or fossil fired) including precipitators, uptakes, down comers, heat exchangers, condensers, condenser boxes, casing and breeching or duct regardless of configuration and other appurtenances (of a non-cylindrical configuration) shall be done by local boilermakers under the terms of applicable Local or Area Agreement.

All work in connection with electrostatic precipitators, regardless of configuration,

1 non-cylindrical scrubbers, non-cylindrical
2 breeching, non-cylindrical duct shall be
3 done by local boilermakers under the terms
4 of applicable Local or Area Agreement.
5

6 **Art. 2(d)** The above classifications of
7 work [Articles 2(a), 2(b), and 2(c)] and all
8 other provisions of this Agreement shall
9 apply to dismantling, conversion, repair,
10 demolition, and maintenance work except
11 as otherwise provided in Addendum D,
12 made a part hereof.
13

14 **Art. 2(e)** The Contractor may use a higher
15 ratio of local boilermakers, provided the
16 men are available. A higher ratio of national
17 transient boilermakers may be used if com-
18 petent local boilermakers are not available.
19 Other employees may be used if neither
20 local nor national transient boilermakers are
21 available. However, in these situations, the
22 Contractor shall contact the NTD
23 Representative and so advise. Men
24 employed on a job as provided herein shall
25 not be replaced for the purpose of establish-
26 ing the applicable ratios set forth above.
27
28
29
30
31

1 There shall be no discrimination by the
2 Contractor or the Union against any
3 employee because of the employee's race,
4 color, religion, sex, age or national origin.
5

6 **Art 3 (d)** Employees shall not be with-
7 drawn from the Contractor's employ with-
8 out the consent of the Contractor's foreman.
9 However, if it becomes necessary to with-
10 draw any employee, the Contractor shall
11 have the right to replace such employee
12 from any source.
13

14 **ARTICLE 4**
15 **MEMBERSHIP — NATIONAL TRANSIENT**
16 **LODGE (NTL)**
17

18 **Art 4(a)** All employees of the Contractor
19 covered by this Agreement shall, as a condi-
20 tion of employment, become and remain
21 members of the Brotherhood. Application
22 for membership must be made within the
23 first thirty (30) days of employment. (This
24 clause shall be effective only in those states
25 permitting union security.)
26

27 **Art 4(b)** All national transient boilermak-
28 ers who are or become members of the
29 Brotherhood in accordance with the pro-
30 visions of Article 4(a) shall carry their mem-
31 bership in the National Transient Lodge and

1 shall be called "National Transient Lodge
2 Members," also referred to as NTL.
3

4 **Art 4(c)** The Brotherhood agrees to admit
5 as National Transient Lodge Members
6 employees of the Contractor who apply for
7 admission according to the rules and regula-
8 tions of the Brotherhood and not to expel or
9 suspend any employee of the Contractor
10 from membership except in accordance with
11 such rules and regulations.
12

13 **Art 4(d)** National Transient Lodge
14 Members will not be required to deposit
15 their traveling cards in or transfer their
16 membership to any local union.
17

18 **Art 4(e)** Members of a local lodge who
19 leave the jurisdiction of their lodge to follow
20 work covered by the provisions of this
21 Agreement shall apply to their local lodge
22 for a traveling card which shall be deposited
23 in the NTL for the duration of their employ-
24 ment with an NTL Contractor while in the
25 jurisdiction of another lodge.
26

27 **Art 4(f)** It is understood and agreed that
28 neither the Brotherhood nor any of its repre-
29 sentatives will undertake to persuade
30 National Transient Lodge Members to
31 change their employment to another

1 Contractor or to become Local Resident
2 Members rather than National Transient
3 Lodge Members.

4
5 **ARTICLE 5**
6 **DEDUCTION UNION OBLIGATION**
7

8 **Art 5(a)** The Employer agrees to deduct
9 from the wages of each employee all deduc-
10 tions certified by the Union and authorized
11 by the employee as set forth in Items 1, 2, 3
12 and 4 hereunder in uniform amounts there-
13 with established by the Union on all work
14 covered by Articles 2(a), 2(b), and
15 Addendum D of this Agreement.

16
17 **Art 5(a)(1)** Initiation or reinstatement fees
18 of an applicant for membership in two (2)
19 equal installments starting with the first full
20 weekly pay period of the applicant. This
21 payment arrangement is for the convenience
22 of the applicant in order that at the end of
23 two (2) weeks, the total amount of initiation
24 or reinstatement fees will have been paid
25 and upon receipt of same by the NTL, the
26 applicant, in accordance with the established
27 procedure, will then become a member.

28
29 **Art 5(a)(2)** Regular monthly dues of the
30 National Transient Lodge Members will be
31 paid from the first weekly payroll period of

1 each calendar month. If deductions are not
2 made by the Contractor, the member will be
3 responsible for payment of monthly dues.
4

5 **Art. 5(a)(3)** Union service charge, or field
6 dues, starting with the first weekly pay peri-
7 od of all employees covered by this
8 Agreement, will be paid on all hours for
9 which the employee is paid at the rate estab-
10 lished by the Union in accordance with the
11 National Transient Lodge By- Laws and
12 Constitution.
13

14 **Art. 5(a)(4)** Upon presentation of a signed
15 voluntary authorization card, furnished by
16 the Union through the Contractor, the
17 Contractor shall withhold five cents (\$.05)
18 per hour worked for the Boilermakers
19 Campaign Assistance Fund. Said deduc-
20 tions shall be remitted to the NTL Office,
21 Kansas City, Kansas no later than fifteen (15)
22 days after the end of the month in which the
23 deductions accrued. The Contractor shall
24 provide the employee with a weekly payroll
25 stub itemizing the amount of such deduc-
26 tions. The Union holds the Contractor harm-
27 less and agrees to defend the Contractor
28 fully in any litigation resulting from this
29 activity which is deemed to be a service to
30 the Union by the Contractor.
31

1 **Art 5(b)** The foregoing deductions are
2 subject to receipt of an authorization on a
3 form furnished by the Brotherhood and
4 signed by the employee. Such deductions
5 shall continue until withdrawn by written
6 notice of the employee to both the
7 Contractor and the Brotherhood or the ter-
8 mination of this Agreement. In the event any
9 provision of this Article is found to be or in
10 the future becomes in violation of applicable
11 laws, that provision shall become invalid,
12 and the Chairmen of the respective negotiat-
13 ing committees shall take immediate steps
14 to bring this Agreement into compliance
15 with such laws.

16
17 **Art 5(c)** Said authorization form shall be
18 made out in triplicate: the original copy to be
19 kept by the Contractor, the duplicate to be
20 forwarded to the NTL Headquarters, New
21 Brotherhood Building, Kansas City, Kansas
22 66101, and the triplicate copy to be retained
23 by the employees.

24
25 **Art 5(d)** Union obligation deductions as
26 referred to above and deducted by the
27 Contractor shall be forwarded monthly to
28 the NTL Office Headquarters, Kansas City,
29 Kansas, along with an itemized listing of
30 such deductions.

1 **Art. 5(e)** The itemized listing of the afore-
2 said field dues deductions shall include, by
3 Local Lodge, all employees employed
4 (including local men), the number of hours
5 worked and amounts deducted therewith.
6 Said listing shall be on a weekly basis and
7 shall be forwarded in duplicate along with
8 the amounts covering same at intervals not
9 to exceed the number of weekly payroll
10 periods in any one calendar month.

11
12 **Art. 5(f)** Any provision of this Article pro-
13 hibited by any Federal or State law shall be
14 inoperative.

15
16 **Art. 5(g)** The responsibility of the
17 Brotherhood with respect to deductions
18 above authorized is set forth in the form of
19 authorization quoted in Article 5.

20
21 **Art. 5(h)** Payment of back dues accruing
22 during unemployment will be arranged
23 between the employee, the Brotherhood,
24 and the Contractor.

25
26 **Art. 5(i)** The financial obligation of Local
27 Resident Members will be a matter between
28 the individual and his local lodge, except as
29 otherwise provided in Article 5.

ARTICLE 6 JOB NOTICES

In order to insure the satisfactory progress of each job, the following procedure will be observed by the Contractor.

Art. 6(a) Furnish to the Business Manager of the Local, the NTD Representative and the NTL Secretary, at least fifteen (15) days when possible before the start of a job, copies of job notices which must contain the following information: Name of Customer (owner and customer if different), complete description and exact location of job site, approximate starting date, approximate completion date, information regarding lining of tank or vessel, name of job foreman (if supplied by Contractor), the approximate number, names and social security numbers, if known at the time of submittal but in no case later than the first ten (10) working days, of National Transient Boilermakers, and the approximate number, classification and qualifications of local boilermakers required and applicable wage rate (which shall include vacation, savings, health & welfare, pension, apprenticeship funds and annuity pay) to be paid to employees. Only in cases where the fifteen (15) or more days' notice has been given, at least seven (7) days

1 prior to the start of the job the Business
2 Manager shall notify the Contractor on a
3 prepared form whether or not he will be
4 able to supply the job requirements. If such
5 notice is not received, the Contractor may
6 assign National Transient Boilermakers up
7 to the first ten (10) men on the job. If condi-
8 tions subsequently require a change in start-
9 ing date, all interested parties shall be noti-
10 fied immediately.

11
12 **Art 6(b)** The Contractor shall prior to the
13 foreman's arrival at the job location notify
14 the local Business Manager by telephone
15 and the NTD Representative by facsimile or
16 electronic mail where equipment exists with
17 a copy to the Business Manager. If appropri-
18 ate, notice shall be included in such facsimi-
19 le or electronic mail that additional boiler-
20 makers are needed. The Business Manager
21 shall notify the Contractor by facsimile or
22 electronic mail within twenty-four (24)
23 hours whether or not he will be able to sup-
24 ply job requirements as provided herein.

25
26 In the event he is unable to supply the job
27 requirements within forty-eight (48) hours,
28 from the time he was notified by the
29 Contractor, the foreman may supply the job
30 requirements from other sources consistent
31 with the terms of this Agreement.

1 **ARTICLE 7**
2 **PRE-JOB CONFERENCES**

3
4 If requested by the Business Manager of a
5 local area or by the Contractor, a pre-job con-
6 ference shall be held. The Business Manager
7 of the local union having jurisdiction over
8 the area where the work is to be performed,
9 the Contractor representatives and the NTD
10 Representative in that particular area will be
11 in attendance at the pre-job conference. The
12 Contractor shall make arrangements for the
13 meeting through the District NTD
14 Representative.

15
16 **ARTICLE 8**
17 **SUPERVISION**

18
19 **Art. 8(a) Foremen.** On work under Articles
20 2(a), 2(b), and 2(c) the foreman on each shift
21 shall be a regular employee of the
22 Contractor and his selection shall be solely
23 the responsibility of the Contractor. No
24 other foreman shall be required on work
25 covered by Articles 2(a) and 2(b) nor on
26 work covered by Article 2(c) unless required
27 by the local or area agreement. The foreman
28 may give orders to as many men as he is
29 capable of handling without additional
30 supervisory help. Final determination, how-
31 ever, of the size of the force to be supervised

1 lies exclusively with the Contractor.
2 Likewise, a foreman who serves as an assis-
3 tant to another foreman on a large job may
4 give orders directly to the men on the job.

5
6 **Art. 8(b) Pushers (Assistant Foremen).**
7 Pushers (Assistant Foremen) may be regular
8 employees of the Contractor, or the
9 Contractor may select them from among the
10 available local boilermakers. The number of
11 pushers will be determined by the
12 Contractor. Pushers (assistant foremen) may
13 work with the tools at the discretion of the
14 Contractor. The Contractor is entitled to
15 require that any pusher be capable of person-
16 ally performing any of the work done by the
17 men over whom he will have supervision,
18 and he must have the ability and show a will-
19 ingness for carrying out his orders in a man-
20 ner satisfactory to the Contractor's foreman.

21
22 **Art. 8(c)** Where ten (10) or less are
23 employed on a job, the foreman will be per-
24 mitted to work with the tools, if required by
25 the Employer. Where eleven (11) or more
26 men are employed on a job, the foreman
27 shall not work with the tools but shall act in
28 a supervisory capacity. It is understood that
29 in the performance of his function in a
30 supervisory capacity the primary duty of a
31 foreman is that of supervision and it is not

1 intended that he take the place of a produc-
2 tion worker on the job. Any work the fore-
3 man performs is for the purpose of instruct-
4 ing and demonstrating.

5
6 **ARTICLE 9**
7 **PERFORMANCE OF WORK**
8

9 **Art. 9(a)** Boilermakers, helpers, learner
10 helpers, mechanic trainees and apprentices
11 shall be assigned to and employed on work
12 covered by this Agreement.
13

14 **Art. 9(b)** The field loading, unloading, set-
15 ting or placing of all materials at the con-
16 struction site, regardless of the type of trans-
17 portation, to be erected by boilermakers shall
18 be done by boilermakers, helpers, learner
19 helpers, mechanic trainees or apprentices if
20 available at the time the work is done.
21

22 **Art. 9(c)** No Employer shall subcontract
23 or assign any of the work described herein,
24 which is to be performed at a job site, to any
25 contractor, subcontractor, or other persons
26 or party who does not have or refuses to
27 enter into an agreement or understanding
28 which will comply with the conditions of
29 employment including without limitation,
30 those relating to Union security, rates of pay,
31 assignment of work, working conditions,

1 and other matters covered by this
2 Agreement or a field construction
3 Agreement in effect in the area where the
4 work is erected which has been approved by
5 the International Brotherhood.

6
7 **Art. 9(d)** When requested in writing by the
8 International Brotherhood Vice-President, the
9 Contractor will furnish a signed letter on
10 Company letterhead stationery, stating verifi-
11 cation that Boilermakers were assigned to and
12 completed specific work on a specific job site.

13
14 **Art. 9(e)** It is understood that the
15 Contractor will not be asked to act upon any
16 questions regarding jurisdiction which may
17 arise within the Brotherhood itself or
18 between the Brotherhood and any other
19 union affiliated with the AFL-CIO, and that
20 during the period such disputes, questions
21 or controversies continue, there shall be no
22 cessation of work on account thereof.

23
24 **ARTICLE 10**
25 **CLASSIFICATIONS AND QUALIFICATIONS**
26 **OF EMPLOYEES**
27

28 **Art. 10(a) Mechanic - Skilled.** A boilermaker
29 is one skilled in various phases of his trade
30 including one or more of the following occu-
31 pations: welder (who must pass currently

1 recognized welders' qualification tests);
2 equipment maintenance men (who dresses
3 tools, operates the tool room, if any, and
4 keeps the equipment in safe and good work-
5 ing condition); acetylene burner; chipper; fit-
6 ter gang leader; top erector (who climbs and
7 connects steel in the air); riveter; caulker;
8 heater; buckler; and moocher (who inspects
9 welding and riveting); operators of any kind
10 of inspection or testing equipment who are
11 employees of Contractor. However, full time
12 operators of inspection or testing equipment
13 are not counted in manpower ratios as
14 referred to in Article 2.

15
16 **Art. 10(b) Helper.** A helper is one who helps
17 at any of the above occupations. A helper not
18 only helps a mechanic when such help is
19 required, but the following occupations are
20 considered helper's work; power brush oper-
21 ator; bolter; reamer; fitter helper (who works
22 under a fitter gang leader and who prepares
23 joints and seams for welders or riveters); scaf-
24 fold erector (who erects, moves and takes
25 down scaffold); ground erector (who ties on
26 and prepares steel for erecting); and similar
27 items of work not requiring extensive experi-
28 ence or training. Helpers may be assigned to
29 tack weld for the purpose of providing them
30 with opportunities of advancement or to
31 serve when mechanics are not available.

Art 10(c) Learner Helper. Learner helpers may be employed for a period of ninety (90) days at 65% of the mechanic's hourly rate. At the Contractor's discretion, after the ninety (90) days probationary period, the learner helper must enter the NTL Mechanic Training Program, be advanced, or be terminated. A learner helper assists at any of the occupations performed by mechanics or helpers.

Art 10(d) Mechanic Trainee. Mechanic Trainees are learner helpers that the Contractor has selected and indentured into the NTL Mechanic Training Program. The Mechanic Trainee is required to sign the Mechanic Training Agreement and shall fulfill all requirements of the program. Recognizing the need to train skilled boiler-makers, the Contractors will make every effort to indenture and work Mechanic Trainees on their projects in keeping with the established Mechanic Trainee Program.

Art 10(e) A boilermaker will be paid the boilermaker's rate when hired to do boiler-maker's work. He may do helper's work intermittently at his boilermaker's rate of pay and may be used at any of the occupations for which he may be fitted as is considered necessary by the Contractor.

1 **Art 10(f)** The number and classification of
2 employees required for any job or operation
3 shall be designated by the Contractor. The
4 final determination of whether an employee
5 is qualified to do work is the responsibility
6 of the Contractor.

7
8 **ARTICLE 11**
9 **FUNCTIONS OF MANAGEMENT**
10

11 **Art 11(a)** In the exercise of its functions of
12 management, the Contractor shall have the
13 right to plan, direct and control the operation
14 of all its work, hire employees, direct the
15 working forces in the field, assign employees
16 to their jobs, discharge, suspend, or discipline
17 for proper cause (proper causes for discharge
18 include but are not necessarily limited to
19 drunkenness, incompetence, laziness, insub-
20 ordination, habitual tardiness or absen-
21 teeism), transfer, promote or demote employ-
22 ees, lay off employees because of lack of
23 work, or for other legitimate reasons, require
24 employees to observe the Contractor's rules
25 and regulations not inconsistent with this
26 Agreement, regulate the use of all equipment
27 and other property of the Contractor, decide
28 the amount of equipment used, the number
29 of men needed, and shall be free to contract
30 work anywhere and shall decide the methods
31 of erection and the source from which mate-

1 rial and equipment are obtained, provided,
2 however, that the Contractor will not use
3 these rights for the purpose of discrimination
4 against any employee.
5

6 **Art. 11(b) Unrestricted Output.** The
7 Contractor and the Brotherhood recognize
8 the necessity of eliminating restrictions and
9 promoting efficiency and agree that no rules,
10 customs or practices shall be permitted that
11 limit production or increase the time
12 required to do the work, and that no limita-
13 tions shall be placed upon the amount of
14 work which an employee shall perform dur-
15 ing the working day, nor shall there be any
16 restrictions against the use of any kind of
17 machinery, tools or labor savings devices.
18 The Brotherhood will cooperate with the
19 Company in encouraging employees to
20 observe the safety regulations which shall be
21 prescribed by the Company and to work in
22 a safe manner.
23

24 **ARTICLE 12** 25 **WAGES** 26

27 **Art. 12(a)** On all work performed by the
28 Contractor, the hourly wage rates estab-
29 lished in a local or area agreement, shall be
30 paid. Where wage rates more favorable to
31 other contractors employing boilermakers

1 have been established on a job site or in a
2 specific area such wage rates shall be appli-
3 cable to NTL Contractors employing boiler-
4 makers on such job sites or in such specific
5 areas also.

6
7 **Art. 12(b)** Where helper's rate is not estab-
8 lished in a local or area agreement, the rate
9 for this classification will be 85% of the
10 mechanic's hourly rate.

11
12 **Art. 12(c)** Learner helpers may be
13 employed for a period of ninety (90) days at
14 65% of the mechanic's hourly rate. After
15 ninety (90) days and at the Contractor's dis-
16 cretion, learner helpers must enter the NTL
17 Mechanic Trainee Program, be advanced, or
18 be terminated.

19
20 **Art. 12(d)** Mechanic Trainee wages will be
21 determined by the Contractor. The
22 Mechanic Trainee rate will be greater than
23 the 65% learner helper rate. Pay advance-
24 ments will be determined by the Contractor
25 and the rate will not exceed 95% of the
26 Mechanic's hourly rate until completion of
27 the Mechanic Training Program.

28
29 **Art. 12(e)** Men working off the ground on
30 tower tanks shall receive not less than the
31 boilermaker helper's rate of pay. If retained

1 for sixty (60) days they shall be paid the boil-
2 ermaker's rate.

3
4 **Art. 12(f)** Changes in local wage rates when
5 agreed upon will become effective after the
6 termination of the work contracted on the cur-
7 rent wage rate basis but not later than sixty
8 (60) days following the effective date estab-
9 lished by the Brotherhood for such local rates.

10
11 The Brotherhood agrees to notify the
12 Chairman of the Negotiating Committee for
13 the Contractors signatory to this Agreement
14 of all proposed negotiations. If the
15 Contractors receive advance notice of new
16 local hourly wage rates or notice that nego-
17 tiations are to be carried on not less than
18 forty-five (45) days prior to the effective date
19 thereof, the new wage rates will be put into
20 effect on said effective date.

21
22 **ARTICLE 13**
23 **HEALTH AND WELFARE PLAN**
24

25 **Art. 13(a)** The Contractor shall pay into the
26 Boilermakers National Health and Welfare
27 Fund the amount of hourly contributions
28 required to be paid to said Fund in local or
29 area Agreements for each hour worked for
30 the Contractor by all of his employees who
31 are covered by this Agreement (including

1 foremen). The Contractor agrees to and
2 shall be bound by the provisions of
3 Addendum "A" hereto attached relating to
4 said Welfare Fund.
5

6 **Art. 13(b)** Where there is in effect a local
7 Health and Welfare Plan, the Contractor will
8 pay into the Boilermakers National Health
9 and Welfare Fund the amounts of contribu-
10 tions required under the local agreements
11 for all hours worked by National Transient
12 employees, including foremen. However, on
13 all local men, the Contractor will pay the
14 required contributions to the local Fund for
15 all hours worked by such local men. In no
16 case will the Contractor be required to pay
17 the full obligation to both Funds.
18

19 **Art. 13(c)** Plan "G" shall be the minimum
20 plan for NTL employees.
21

22 Where the locally negotiated contribution
23 for the National Health and Welfare Fund is
24 not sufficient to maintain coverage under
25 the G Plan, the difference, when available, is
26 to be deducted from savings, vacation, or
27 other contributions normally put into
28 employee's paycheck.
29
30
31

ARTICLE 14
PENSION PLAN

Art. 14(a) The Contractor shall pay into the Boilermaker-Blacksmith National Pension Trust such amount as specified in applicable local or area agreements for the Contractor by all of his employees who are covered by this Agreement (including foremen). The Contractor agrees to and shall be bound by the provision of Addendum "B" attached here-to relating to said Pension Trust.

Art. 14(b) When there is in effect a local pension plan, the Contractor will pay into the Boilermaker-Blacksmith National Pension Trust the amount of contributions required under the local area agreements by National Transient employees (including foremen). However, on all local men, the Contractor will pay the required contribution to the local pension fund as required under the local area agreements by such local men. In no case will the Contractor be required to pay the full obligation to both funds.

Art. 14(c) No contribution will be paid into the Boilermaker-Blacksmith National Pension Trust for a learner helper during the first 30 days of their probationary period.

ARTICLE 15

APPRENTICESHIP TRAINING PROGRAM

Art. 15(a) The Contractor shall pay into the Boilermakers Area Apprenticeship Fund such amount per hour as specified in applicable local or area agreements for each hour worked for the Contractor by all his employees (including foremen) who are covered by this Agreement.

Art. 15(b) The Contractor agrees to and shall be bound by the provisions of Addendum "C" hereto and which relate to the said Boilermakers Area Apprenticeship Funds.

Art 15(c) The Trust Agreement for the Boilermakers Area Apprenticeship Funds is hereby approved.

Art. 15(d) The Contractor agrees to employ properly indentured apprentices referred to him by the Local Lodge or mechanic trainees on all work except "elevated water tanks". Every effort shall be made to employ mechanic trainees and apprentices in keeping with the ratio set forth in local or area agreements. Such ratio shall be based on the total number of NTL and Local boilermaker journeymen on the job.

1 Neither NTL mechanic trainees nor
2 apprentices are to be included in the man-
3 ning ratios outlined in Articles 2(a), 2(b), 2(c)
4 or Addendum D.
5

6 **Art 15(e)** The Contractors shall pay into
7 the Manpower Optimization Stabilization &
8 Training (MOST) Fund such amounts per
9 hour as specified in the applicable local or
10 area agreement for each hour worked for the
11 Contractor by all his employees (including
12 foremen) who are covered by this
13 Agreement. This contribution shall be
14 reported on the Apprenticeship forms and
15 submitted to the National Funds office as is
16 done for Apprenticeship funds.
17

18 **ARTICLE 16** 19 **NATIONAL ANNUITY TRUST** 20

21 **Art. 16(a)** The Contractor shall pay into
22 the Boilermakers National Annuity Trust
23 such hourly contributions as specified in
24 applicable local or area agreements for the
25 Contractor by all of his employees who are
26 covered by this Agreement (including
27 foremen). The Contractor shall provide
28 the employee with a weekly payroll stub
29 itemizing the amount paid to his annuity.
30 The Contractor agrees to and shall be
31 bound by the provisions of Addendum

1 "E" attached hereto relating to said
2 National Annuity Trust.
3

4 **Art 16(b)** Where there is in effect a local
5 Annuity plan, the Contractor will pay into
6 the Boilermakers National Annuity Trust the
7 amount of contributions required under the
8 local area agreements by National Transient
9 employees (including foremen). However,
10 on all local men, the Contractor will pay the
11 required contribution to the local annuity
12 fund as required under the local area agree-
13 ments by such local men. In no case will the
14 Contractor be required to pay the full obli-
15 gation to both funds.
16

17 **Art 16(c)** No contribution will be paid into
18 the Boilermaker National Annuity Trust for
19 a learner helper during the first 30 days of
20 their probationary period.
21

22 **ARTICLE 17**

23 **OTHER FRINGE CONTRIBUTION FUNDS**

24

25 **Art 17(a)** Where there is in effect a local or
26 area agreement in the area covered by the
27 NTL Agreement requiring contributions to
28 any such other Funds, excluding Industry
29 Advancement Funds, the Contractor agrees
30 to make the required contributions to said
31 Fund for all hours worked by local men and

1 to be governed by the provisions of the
2 applicable Trust Agreement.

3
4 **Art 17(b)** Insofar as National Transient
5 Lodge Members are concerned, however, the
6 required contributions to such Funds, other
7 than for pension, health & welfare, appren-
8 ticeship, annuity and Industry Advancement
9 Funds, shall be paid direct to the National
10 Transient employees involved on an hourly
11 basis and included in his weekly paycheck
12 except as provided in Article 13(c).

13 14 **ARTICLE 18** 15 **BOND REQUIREMENTS** 16

17 All Contractors employing employees
18 under this Agreement shall cause to be post-
19 ed a Surety Bond to assure proper and time-
20 ly payment of the fringe benefit contribu-
21 tions and other deductions required by
22 Articles 5, 13, 14, 15, 16, and 17 of this
23 Agreement and its appendices.

24
25 The minimum amount of the Surety Bond
26 shall be fifty thousand dollars (\$50,000.00)
27 and is applicable for all new signatory
28 Contractors and those signatory Contractors
29 whose Boilermaker man hours total 100,000
30 or less as determined on a yearly basis. The
31 amount of the Surety Bond shall be eighty

1 thousand dollars (\$80,000.00) for those
2 Contractors who work over 100,000
3 Boilermaker man hours. The Union will con-
4 sider a legally authorized bank letter of cred-
5 it in the appropriate amounts in lieu of bond.
6

7 Evidence, satisfactory to the International
8 Union, of such bonding must be presented
9 prior to the start of any construction project
10 or job and such evidence shall be main-
11 tained in the office of the Director of the
12 NTD. It is agreed that the Surety Bond may
13 not be canceled without approval of the
14 International Union.
15

16 The International Union may refuse to
17 refer men to and may withdraw men from
18 any Contractor who has not posted a bond
19 as required under this Article and such
20 refusal or withdrawal will not constitute a
21 violation of this Agreement.
22

23 **ARTICLE 19** 24 **HOURS** 25

26 **Art. 19(a)** Working hours shall be eight (8)
27 hours per day, forty (40) hours per week
28 Monday to Friday inclusive, unless other-
29 wise provided for in local or area agree-
30 ments that have been approved by the
31 International President.

1 **Art. 19(b)** The regular starting time shall be
2 eight (8) a.m. unless changed by mutual
3 agreement between the Local Union
4 Representative or NTD District
5 Representative and the job foreman.
6

7 **Art. 19(c)** At the Contractor's option, a 4-10
8 hour work week, with a Friday make-up at
9 straight time can be established. In the case
10 of a four (4) day work week being instituted,
11 the maximum five (5) day subsistence will
12 be paid. Such jobs shall begin as a four (4)
13 day work week and can be changed only in
14 accordance with Article 19(d).
15

16 **Art. 19(d)** Work hours may be altered to
17 meet local conditions by mutual, written
18 agreement between the local Business
19 Manager and/or the NTD Representative
20 and the Contractor's representative.
21

22 **ARTICLE 20** 23 **SHIFT WORK** 24

25 **Art. 20(a)** Shift work will be paid in accor-
26 dance with applicable local or area agree-
27 ments, except where the applicable local or
28 area agreement requires shift work to be
29 paid on a premium overtime basis.
30

31 **Art. 20(b)** Where there is no shift work pro-

vision in the Local or Area Agreement for the type of work involved, the following shall apply: Eight (8) hours of work will constitute a normal day's work on the day shift. Where a second shift is required, seven and one-half (7-1/2) hours work with eight (8) hours pay shall constitute a normal day's work on the second shift. When a third shift is required, seven (7) hours work with eight (8) hours pay shall constitute a normal day's work on the third shift. Overtime will be paid for the hours worked in excess of the shift hours indicated above. In the event of any variation of the normal work day, shift hours and pay will be on a comparable basis as provided for herein.

Art 20(c) When so elected by the Contractor, men may be worked on a shift basis in accordance with appropriate local or area agreement having jurisdiction, provided the Business Manager of the Brotherhood is notified twenty-four (24) hours in advance of the effective date of the starting of such a shift.

Art 20(d) When a job is to run for less than the number of consecutive days specified in the appropriate local or area agreement it will be considered a short or irregular shift work job and the second and/or third shift shall be

1 paid for at the appropriate overtime rate or
2 an arrangement can be worked out between
3 the Contractor and the Business Manager
4 where two shifts can be worked with each
5 shift working four (4) straight time hours and
6 the balance of the hours at overtime.

7
8 On all shift work, the regular straight time
9 work week begins with the day shift on
10 Monday and ends after each shift has
11 worked five days. A holiday is the 24-hour
12 period beginning at the regular starting time
13 of the day shift.

14 15 **ARTICLE 21** 16 **OVERTIME AND HOLIDAYS** 17

18 **Art. 21(a)** On all work, other than shift
19 work as provided in Article 20, the premium
20 overtime rate shall be as set forth in the local
21 and area agreement and shall be paid for all
22 time worked on Saturdays, Sundays and the
23 following holidays: New Year's Day,
24 Decoration Day (May 30th or a day agreed
25 upon in advance thereof between the Local
26 Business Manager and Contractor),
27 Independence Day, Labor Day,
28 Thanksgiving, Christmas and/or any other
29 holidays observed in the Boilermakers local
30 or area agreement covering the location
31 where the work is being performed provid-

1 ed however that there is other Boilermaker
2 work on the project being performed under
3 local or area rules.
4

5 **Art 21(b)** No work shall be performed on
6 Labor Day, except for the preservation of life
7 and property.
8

9 **Art 21(c)** When a holiday falls on Saturday
10 or Sunday, the day observed by the Nation
11 will be observed.
12

13 **Art 21(d)** Any deviation from this Article
14 will be by mutual agreement between the
15 Contractor and the NTD Representative.
16

17 **Art 21(e)** Overtime is not to be demanded
18 of any Contractor by any workman covered
19 by this Agreement as a condition for
20 employment on a job.
21

22 **Art 21(f)** No employee will be allowed to
23 work more than sixteen (16) consecutive
24 hours without an eight (8) hour break,
25 except as mutually agreed to between the
26 Contractor and the Business Manager.
27

28 **Art 21(g)** Employees required to work
29 unscheduled overtime in excess of two (2)
30 hours past the regular quitting time of their
31 shift shall be allowed thirty (30) minutes to

1 eat lunch without loss of pay and, if work is
2 to continue an additional four (4) hours,
3 they shall be allowed an additional thirty
4 (30) minutes to eat without loss of pay.

5 6 **ARTICLE 22** 7 **WAITING TIME AND TRAVEL AUTHORIZATION** 8

9 **Art. 22(a)** Reporting and travel expense
10 authorization shall be made by the author-
11 ized Company representative. On the com-
12 pletion of a job the Company's foreman or
13 office must immediately either authorize
14 each man to report to a new job for rehire or
15 inform him that the Company has no work
16 for him for the time being.

17
18 **Art. 22(b)** The reporting date shall not be
19 later than five (5) regular working days after
20 the date of authorization or waiting time
21 and subsistence will be paid after the fifth
22 regular working day.

23
24 **Art. 22(c)** When men are authorized by the
25 Contractor to report to a job at another loca-
26 tion on a certain day, but are not placed at
27 work until a later date, they shall be paid
28 two and one-half (2-1/2) hours at the estab-
29 lished local rate for each normal working
30 day after so reporting until given work or
31 released from the job, in which case the man

1 will be paid return transportation to his
2 home or to the point from which he was
3 hired, whichever is less.
4

5 **Art. 22(d)** No waiting allowance will be
6 made for days lost on account of unwork-
7 able weather unless already on waiting time.
8

9 **Art. 22(e)** No waiting allowance shall be
10 paid for days lost at any time on account of
11 strikes.
12

13 **ARTICLE 23** 14 **MINIMUM PAY AND REPORTING TIME** 15

16 **Art. 23(a)** All employees employed on
17 work covered by Article 2(a) or 2(b) who
18 report for work shall receive not less than
19 two (2) hours pay. If the employee starts to
20 work, he shall receive four (4) hours pay or
21 be paid for the time required to remain on
22 the job, whichever is greater. The foreman
23 on the job, shall determine whether or not
24 such employees will start work, and when
25 employees shall be released in keeping with
26 the above.
27

28 **Art. 23(b)** If an employee is laid off after
29 beginning the second half of his shift for any
30 reason other than bad weather, breakdown
31 in machinery or any cause beyond the direct

1 control of the Contractor, he shall receive a
2 full day's pay at the applicable rate.

3
4 **Art. 23(c)** Any employee who is called to
5 work at or after the starting time of the first
6 half of a day, shall receive four (4) hours pay
7 and if he continues on the second half of the
8 day, he shall receive a full day's pay unless
9 laid off because of bad weather, breakdown
10 in machinery or any cause beyond the direct
11 control of the Contractor.

12
13 **Art. 23(d)** Any employee who reports to
14 work on his initial day of employment and
15 is not given work shall receive four (4)
16 hours pay.

17
18 **Art. 23(e)** In order to qualify for the pay
19 provided for in this Article, the employee
20 must remain on the job available for work
21 during the period of time for which he
22 receives pay unless released sooner by the
23 Contractor's foreman.

24
25 **Art. 23(f)** On premium days, in the event
26 an employee who is already employed on
27 the job is sent home before regular starting
28 time, he will be paid two (2) hours at the
29 straight time rate. A new employee, howev-
30 er, will be paid in accordance with the pro-
31 vision of Article 23(d).

1 **Art. 23(g)** The foregoing provisions shall
2 not apply when the employee has been
3 properly notified before leaving his resi-
4 dence not to report to work because of
5 inclement weather.

6
7 **Art. 23(h)** The provisions of Articles 23(c)
8 and 23(d) shall not be applicable where the
9 employee is tardy, voluntarily quits or lays
10 off, in which event he shall be paid for the
11 time actually worked or the time required to
12 remain on the job, whichever is greater.

13
14 **ARTICLE 24**
15 **TRAVEL ALLOWANCE OR SUBSISTENCE**
16

17 **Art. 24(a)** The Contractor shall pay all
18 employees covered by the provisions of this
19 Agreement the subsistence or daily travel
20 allowance provided for in the local or area
21 agreement.

22
23 **Art. 24(b)** Any NTL employee employed
24 on work coming under Articles 2(a) and 2(b)
25 of this Agreement who qualify for trans-
26 portation pay under Article 25(a) and who is
27 working more than sixty (60) miles from the
28 city/town hall of his permanent residence
29 shall receive an allowance of forty-six dol-
30 lars (\$46.00) per day for each day reporting
31 for work. (This allowance shall be effective

on all jobs bid on or after November 1, 2001.)
The allowance shall be forty-eight dollars (\$48.00) per day effective November 1, 2002 and fifty dollars (\$50.00) per day effective November 1, 2003. Should a local or area agreement require a higher daily subsistence, then the higher amount will be paid.

This allowance will be paid to employees covered above on any holiday specified by this Agreement falling during the normal work week (Monday through Friday), provided the employee works the first scheduled work day before and after the holiday.

The foregoing provisions alleviate some of the hardship imposed on all the NTL employees who move from job to job and in some cases receive subsistence while in others they do not.

ARTICLE 25

TRANSPORTATION PAY

It is the intention of the parties that employment of all men commences and ends at the job site. However, in recognition of travel costs incurred by the men before commencement and after termination of their employment the following shall govern:

1 **Art. 25(a)** When a national transient boiler-
2 maker is authorized to travel at the
3 Contractor's expense from where he is to his
4 next work or from the job from which he
5 was laid off to the point from which he was
6 hired or his home, whichever is less, he shall
7 be allowed a transportation allowance for
8 miles traveled at the current I.R.S. tax free
9 rate per mile. Transportation allowance may
10 be determined in advance at the option of
11 the Contractor with mileage over the most
12 direct main traveled route as determined
13 from the Rand McNally Atlas.

14
15 **Art. 25(b)** Local or NTL boilermakers
16 referred by the local union having jurisdic-
17 tion shall be paid transportation at the rate
18 provided for in the local or area agreement.

19
20 **Art. 25(c)** In order to qualify for transporta-
21 tion in accordance with the provisions of
22 Articles 25(a) and 25(b) it is understood that
23 all employees, unless transferred sooner at
24 the option of the Contractor, (1) must remain
25 at work on the job at least twenty (20) work-
26 ing days, or (2) in case of jobs of less than
27 twenty (20) working days, they must remain
28 on the job for the duration thereof.

29
30 **Art. 25(d)** Transportation allowance will be
31 paid in the employee's third or last pay-

1 check, whichever is earlier. However, if an
2 employee fails to comply with the require-
3 ments of this Section, such allowances shall
4 be deducted from his final paycheck.
5

6 **Art. 25(e)** Employees who quit or are dis-
7 charged for just and sufficient cause before
8 completion of a job will not be entitled to
9 return transportation.
10

11 **ARTICLE 26** 12 **PAY DAY** 13

14 **Art. 26(a)** The Brotherhood recognizes that
15 the scattered and remote location of jobs
16 with respect to the accounting office of the
17 Contractor requires a reasonable length of
18 time for mail travel and pay roll accounting,
19 but expects that arrangements will be made
20 whereby employees will not be required to
21 wait longer than five (5) days for their pay
22 checks, with possible exceptions in remote
23 locations. By mutual agreement the
24 Contractor may institute direct deposit for
25 their employees on a voluntary basis. If the
26 employee agrees to have their checks direct
27 deposited, Articles 26(b), 26(c), and 26(d)
28 will apply to the check stub only.
29

30 **Art. 26(b)** If pay checks have not been
31 received on the job by the fifth (5th) working

1 day (Holidays not excluded) after the pay period ends, the Contractor shall make arrangements to have the men paid on the job. Failing to do so, the Contractor will be required to pay overtime for waiting. Overtime will be computed on the basis of actual time required to wait or two (2) hours per day, whichever is less. The foregoing would not apply when extenuating circumstances exist beyond the control of the Contractor.

11
12 **Art. 26(c)** Men discharged or laid off will be paid in full at the time of termination. Failure to do so, the Contractor will be required to pay for waiting as required by Article 26(b).

17
18 **Art. 26(d)** Men who quit may be required to wait until the following pay day for their pay. If an employee advises the Contractor that he is quitting and so requests, his final check shall be mailed to him not later than one (1) day after payday.

24 25 **ARTICLE 27** 26 **WORKING CONDITIONS** 27

28 **Art. 27(a)** Men will be allowed sufficient time not to exceed ten (10) minutes at the end of the day to put away their tools, if required, prior to quitting time.

1 **Art. 27(b)** A reasonable clean, warm, dry
2 place within close proximity to the work site
3 shall be provided for the men to change
4 their clothes and eat lunches. Suitable drink-
5 ing water will be made available.

6
7 **Art. 27(c)** Reasonable sanitary facilities will
8 be made available on all jobs.

9
10 **Art. 27(d)** All work of the Employer shall
11 be performed under safety conditions which
12 must conform to Contractor, State and
13 Federal Regulations. When provided,
14 employees will utilize proper safety devices
15 and methods at all times. Repeated employ-
16 ee violations will be considered proper
17 cause for disciplinary action up to and
18 including discharge.

19
20 **Art. 27(e)** The parties to this Agreement are
21 committed to the maintenance of safe and
22 efficient work environment for all employees
23 free from the effects of alcohol, illegal drugs,
24 and other controlled substances. The use or
25 possession of alcohol or illegal drugs by
26 employees while on duty or on the job
27 site/property is prohibited. If required by a
28 customer or law, the Contractor shall have
29 the right to require drug testing of all employ-
30 ees as a condition of employment. The cost of
31 the test will be at the Contractor's expense.

1 **Art. 27(f)** All Employees employed on
2 Article 2(a) or 2(b) jobs shall be furnished
3 suitable replacement gloves or given a glove
4 allowance of one dollar (\$1.00) per day. The
5 glove allowance will not be paid if gloves
6 are required by law.
7

8 **Art. 27(g)** Any welder who is required to
9 take a test shall be paid at the applicable rate
10 for the time required to take the test, but not
11 less than two (2) hours pay. Transportation
12 allowance shall be paid to the place of test-
13 ing and to the job site, provided he passes
14 the test, or he presents satisfactory evidence
15 of his qualifications as a welder, accepts
16 offered employment and remains on the job
17 as specified in Article 25(c).
18

19 **ARTICLE 28** 20 **UNION STEWARD AND REPRESENTATIVES**

21
22 **Art. 28(a)** On all jobs, the Business
23 Manager or NTD Representative will design-
24 ate a steward whose duties shall consist of
25 seeing that all workmen are members in
26 good standing of the Brotherhood in accor-
27 dance with the provisions of Article 4(a) and
28 who will either handle grievances that may
29 arise with the foreman on the project or
30 report them to the Business Manager or
31 NTD Representative.

1 **Art 28(b)** When a steward has not been
2 appointed by the Business Manager of the local
3 union or by the NTD District Representative in
4 the area where work is erected, the crew on the
5 job will designate one of their number to act as
6 temporary steward. The steward will remain
7 on the job at all times when work is being per-
8 formed except when he is not qualified to per-
9 form the available work.

10
11 **Art 28(c)** It is understood that the steward
12 selected by the Business Manager will be
13 from among the employees accepted by the
14 Contractor as competent and qualified to do
15 the work and that if it is not practical to
16 retain that person until the end of the job, the
17 Business Manager will be notified in time to
18 appoint a successor.

19
20 **Art 28(d)** Stewards shall not, by reason of
21 their position as stewards, be exempt from
22 the work required of journeymen on the job
23 site and shall work the full day of journey-
24 men except when engaged in handling
25 grievances of the Union or other recognized
26 duties related to the successful prosecution
27 and completion of the job. The steward's
28 decisions are subject to review and revision
29 by the NTD Representative and Business
30 Manager. Stewards shall receive the regular
31 journeymen's rate of pay.

1 **Art. 28(e)** National Transient Lodge
2 Members' District Representatives and local
3 Business Managers shall have access to all
4 jobs during working hours and will not
5 unnecessarily delay progress of the job.
6 Contractor shall make all necessary arrange-
7 ments for the admission of such representa-
8 tives, subject to Customer's regulations,
9 without unnecessary delay.

10
11 **Art. 28(f)** The International President of
12 the Union shall select the Director of the
13 National Transient Division who shall be
14 Chairman of the NTD/NTL Negotiating
15 Committee and who shall administer the
16 terms of the NTD/NTL Agreement with the
17 assistance of the NTL Secretary-Treasurer
18 and NTL Negotiating Committee provided
19 for in Article 7.7 of the NTL By-Laws. The
20 Director of the NTD shall direct the NTD
21 staff and report to the International
22 President on all matters. The location of the
23 NTD office and home point of the Director
24 of the NTD shall be subject to the approval
25 of the International President.

26
27 **ARTICLE 29**
28 **WAGE INDUCEMENT PROGRAM**
29

30 **Art. 29(a)** Except on building trades proj-
31 ects wage inducement programs may be

1 used on the erection of work under Articles
2 2(a) and 2(b).

3
4 **Art. 29(b)** Where wage inducement pro-
5 grams are used, the Contractor and the
6 Brotherhood agree to equitable cooperation
7 during the life of this Agreement. In no case
8 shall the total earnings of an employee be
9 less than he would have earned at his regu-
10 lar hourly rate for the pay period. The
11 Contractor shall have the responsibility of
12 administering such programs but discrimi-
13 nation against any individual may be han-
14 dled as a proper grievance.

15
16 **ARTICLE 30**
17 **ACCIDENTS**
18

19 **Art. 30(a)** In case of minor injuries during
20 working hours, the Contractor will make
21 provisions for transportation or reimburse
22 the injured employee the current I.R.S. tax
23 free rate per mile for repeated visits required
24 by the doctor designated by the signatory
25 company in the event transportation is not
26 provided by the company; also, such injured
27 employee will be paid for time lost due to
28 follow up treatments if they can not be
29 scheduled outside of regular working hours.
30 Any employee who is injured on the job to
31 the extent of being unable to work the bal-

1 ance of the day, will be paid for the full day
2 at his regular hourly rate.
3

4 **Art. 30(b)** In the event of any serious or
5 fatal accident the Contractor shall immedi-
6 ately notify the National Transient Division
7 District Representative, the National
8 Transient Division Unit in Kansas City,
9 Kansas, and the local Business Manager in
10 the area.
11

12 **ARTICLE 31** 13 **ADJUSTMENT OF GRIEVANCES** 14

15 **Art. 31(a)** In order to be recognized and
16 processed under the provisions of this Article
17 all grievances must be filed in writing with
18 details specific to said grievance within thirty
19 (30) days. In the event a grievance or dispute
20 is not satisfactorily settled by the employee
21 and his steward and/or union representative
22 and the Contractor's foreman on the job site
23 within ten (10) days, it shall be referred forth-
24 with by the union representative to the NTD
25 District Representative and by the
26 Contractor's foreman to the Contractor's
27 office. If these in turn are not able to arrive at
28 any agreement within fifteen (15) days, the
29 grievance or dispute shall be referred to the
30 chairmen of the respective negotiating com-
31 mittees who shall render a decision.

1 **Art. 31(b)** Any questions involving the
2 intent, application or interpretation of
3 Article 2 shall be referred to the joint sub-
4 committees on work jurisdiction for deci-
5 sion. Questions relative to the balance of this
6 Agreement shall be referred to the joint
7 chairmen for decision.
8

9 **Art. 31(c)** In the event any matter referred to
10 the two chairmen as provided above, is not
11 settled within thirty (30) calendar days, the
12 matter in dispute will be submitted in writing
13 by the Union or by the Contractor or by both
14 to an arbitration committee consisting of a
15 representative of the Union, a representative
16 of the Employer, and a third member to be
17 chosen by those two (2) jointly. The decision
18 of the majority of the arbitration committee
19 shall be final and binding on the parties
20 involved. Such decision shall be within the
21 scope and terms of this Agreement, but shall
22 not change such scope and terms; shall be
23 rendered within ten (10) calendar days from
24 the time of reference to the arbitration com-
25 mittee and shall specify whether or not it is
26 retroactive and the effective date thereof.
27

28 If the two members of the arbitration com-
29 mittee fail to select a neutral member within
30 five (5) calendar days, the two members
31 already appointed shall within five (5) cal-

1 endar days, call upon the Federal Mediation
2 and Conciliation Service to make the third
3 selection. In the event either Contractor or
4 Union's representative fails to cooperate in
5 calling upon the Federal Mediation and
6 Conciliation Service within the said five (5)
7 calendar days, the other representative shall
8 have the authority to make such request.

9
10 The expense of the third member of the
11 arbitration committee shall be borne equally
12 by the Union and the Employer. All other
13 expenses of the arbitration procedure will be
14 borne by the party incurring them.

15
16 Any grievance must be submitted in writ-
17 ing to the other party within thirty (30) cal-
18 endar days of occurrence or it will be con-
19 sidered closed.

20 21 **ARTICLE 32** 22 **STRIKES OR LOCKOUTS**

23
24 **Art. 32(a)** There shall be no strikes, slow-
25 downs or work suspensions of any kind
26 during the life of this Agreement over any
27 matter until after the procedure herein
28 established has failed and then only after
29 approval has been given by the International
30 President in conformity with the
31 Constitution of the Brotherhood.

1 **Art. 32(b)** There shall be no lockout on the
2 part of the Employer during the life of this
3 Agreement.

4
5 **Art. 32(c)** Workmen will not be expected to
6 pass through a legal and properly estab-
7 lished picket line.

8
9 **ARTICLE 33**
10 **PROJECT AGREEMENT**

11
12 **Art. 33(a)** Project Agreements covering
13 specific jobs may be made to cover peculiar
14 problems by mutual agreement between the
15 NTD District Representative, the local
16 Union Representative, a Representative of
17 the Contractor, and approved by the
18 International President.

19
20 **Art. 33(b)** When the NTL Agreement is
21 excluded in its entirety from Project
22 Agreements, all employees of the Contractor
23 shall be paid subsistence pay in accordance
24 with the provisions of Article 24(b) of this
25 Agreement.

26
27 **ARTICLE 34**
28 **VIOLATION OF AGREEMENT**

29
30 **Art. 34(a)** Violation, evasion, or misinterpre-
31 tation of the terms of this Agreement, unless

1 corrected and discontinued, will be sufficient
2 cause for the cancellation of the agreement
3 between the violating company and the
4 International Brotherhood at any time.
5

6 **Art. 34(b)** Violations of these rules may
7 subject employees individually or collective-
8 ly, to discipline, suspension or discharge.
9

10 **ARTICLE 35** 11 **AGREEMENT QUALIFICATION** 12

13 It is not the intent of either party hereto to
14 violate any laws or rulings or regulations of
15 any Governmental authority or agency hav-
16 ing jurisdiction of the subject matter of this
17 Agreement, and the parties hereto agree that,
18 in the event any provision of this Agreement
19 is held to be unlawful or void by any tribu-
20 nal having the right to so hold, the remainder
21 of the Agreement shall remain in full force
22 and effect, unless the parts so found to be
23 void are wholly inseparable from the
24 remaining portions of this Agreement.
25

26 **ARTICLE 36** 27 **TERMINATION OR RENEWAL** 28

29 **Art. 36(a)** This Agreement shall continue in
30 effect from November 1, 2001 through
31 October 31, 2004 and thereafter for succes-

1 sive one year periods until amended or ter-
2 minated by either party by giving to the
3 other party notice of such termination at
4 least sixty (60) days prior to its anniversary
5 date. However, by mutual agreement
6 between the Chairmen of the respective
7 Committees, this Agreement may be opened
8 up for negotiations at any time during the
9 life of this Agreement.
10

11 **Art. 36(b)** This Agreement contains all the
12 covenants, stipulations and provisions
13 agreed upon by the parties hereto and no
14 agent or representative of either party has
15 authority to make and none of the parties
16 shall be bound by or be liable for any state-
17 ment, representation, promise, inducement
18 or agreement not set forth herein. Any pro-
19 vision in the working rules of the
20 Brotherhood with reference to the relations
21 between the Contractor and his employees
22 not expressly reaffirmed in this Agreement
23 shall be deemed to be waived and any such
24 rules or regulations which may hereafter be
25 adopted by the Brotherhood shall have no
26 application to the work hereunder.
27

28 **Art. 36(c)** It is not the intent of the
29 Brotherhood to enter into any written or oral
30 agreement with any Contractor on terms
31 and conditions more advantageous than

those contained in this Agreement. However, if the Brotherhood should, for any reason, enter into an agreement with any other Contractor on terms and conditions more advantageous to such Contractor than those contained in this Agreement, then such advantageous terms and conditions shall be made available to all Contractors signatory hereto.

The preceding Agreement was negotiated at a general conference of Contractors and the Brotherhood in Chicago, Illinois August 22, 2001 and Key West, Florida November 7, 2001 by the following committees:

Representing the Contractors:

Ronnie L. Traxler, CBI Services, Chairman
Dave Zach, Nooter, Secretary
John H. Dreher, Nooter
John Legge, Fisher Tank
Mike Santoro, CBI Services
Jerry L. Dawson, RECO
Vance Davis, Matrix
Ken Lawson, Enerfab
Jim Bollweg, CBI Services

Representing the Brotherhood:

William J. Almond, Chairman
Wil Hinojosa, Secretary
Dick Hardin

- 1 Edward D. Rokuski
- 2 Alvah Watts
- 3 Joe Bazy
- 4 John A. "Tony" Gallo
- 5
- 6 **Union Observers:**
- 7 Larry McManamon, IVP — Great Lakes
- 8 Michael Murphy, IVP — Northeast
- 9 Ronny Vanscoy, NTL
- 10 Gary S. Scott, NTL
- 11 Ed Vance, L-455
- 12 John T. Fultz, L-175
- 13 Marlin McCurdy, L-242
- 14 Michael C. Wood, L-60
- 15 Pat Smith, L-40
- 16 Mike DiCicco, Assistant Dir. Const. Division
- 17 Daniel F. Everett, BNAP/AIP
- 18 Bill Palmisano, MOST
- 19
- 20 **Contractor Representatives:**
- 21 Gary Slaby, Enerfab, Inc.
- 22 Bernie Fineman, Caldwell Tanks
- 23 Jack Whitlow, Fisher Tank
- 24 Jimmy Nelson, Nooter Construction Co.
- 25 Randy Murphy, Chattanooga Boiler & Tank
- 26 Kermit Knott, Winbco Tank
- 27 John Travlos, Winbco Tank
- 28 Matt Detelich, Mueller Field Operations, Inc.
- 29 Jerry Codutti, Mueller Field Operations, Inc.
- 30 Ken Reynolds, Enerfab, Inc.
- 31

ADDENDUM "A"

Add. A(1) In the Agreement to which this is an appendix and in this appendix, the Boilermakers National Health and Welfare Fund is referred to as "National Welfare Fund," "Welfare Fund" or "Fund." The Contractor is referred to as "Employer" and the Contractors are referred to as "Employers."

Add. A(2) Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of October 1, 1954, establishing the Boilermakers National Health and Welfare Fund and by any amendments to said Trust Agreement.

Add. A(3) Payment of Employer contributions to the National Welfare Fund shall be made on the dates and in the manner and form prescribed by the Trustees of said Fund.

Add. A(4) Employer shall furnish the Trustees with information such as the names of employees, classifications, Social Security numbers, hours worked and such other information as may be required or deemed necessary by the Trustees for the proper and efficient administration of the Fund.

1 **Add. A(5)** Employer hereby authorizes
2 and directs the committee in this Agreement
3 named as representing the Contractors, and
4 as to the future the committee named in the
5 then current Agreement successor to this
6 Agreement with the Union or any local
7 thereof to do each and all of the following in
8 his (Employer's) name and behalf, either
9 individually or in conjunction with other
10 Employers covered by this Agreement:
11

12 **Add. A(5)(a)** Execute the Agreement and
13 Declaration of Trust establishing the
14 National Welfare Fund;
15

16 **Add. A(5)(b)** Exercise any rights, powers
17 and authority given or provided by said
18 Trust Agreement or any amendments there-
19 to, to elect, select, appoint or to vote for one
20 or more Employer Trustees and successor
21 Employer Trustees of the Fund and to
22 remove or vote for or against the removal of
23 any Employer Trustees of the Fund;
24

25 **Add. A(5)(c)** Exercise any and all other
26 rights in connection with or relating to the
27 National Welfare Fund or its Trust
28 Agreement, which are given the Employer,
29 either individually or together with other
30 Employers, under said Trust Agreement.
31

1 In exercising or in not exercising the
2 power and authorities herein granted, the
3 committee shall act on and in accord with,
4 but only on and in accord with, the vote of a
5 majority of the then members of the com-
6 mittee. Having so acted, the committee may
7 designate its then chairman, alone or togeth-
8 er with one or more of its members, or one
9 or more other members of the committee, to
10 vote or to execute any document on behalf
11 of the committee and/or Employer and/or
12 all or some of the other Employers covered
13 by this Agreement.

14 15 ADDENDUM "B" 16

17 **Add. B(1)** In the Agreement to which this
18 is an appendix and in this appendix, the
19 Boilermaker-Blacksmith National Pension
20 Trust is referred to as "National Pension
21 Trust," "Pension Trust" or "Trust", the
22 Contractor is referred to as "Employer" and
23 the Contractors are referred to as
24 "Employers."

25
26 **Add. B(2)** Employer agrees to be bound
27 by the Trust Agreement entered into as of
28 June 2, 1960, establishing the Boilermaker-
29 Blacksmith National Pension Trust and by
30 any amendments to said Trust Agreement,
31 and to execute an individual acceptance of

1 said Trust Agreement and amendments
2 upon request of the Union.

3
4 **Add. B(3)** Payment of Employer contribu-
5 tions to the National Pension Trust in the
6 amount specified in the Agreement to which
7 this is an Appendix shall be made on the
8 dates and in the manner and form prescribed
9 by the Trustees of said Trust; provided that
10 no contributions shall be made prior to the
11 receipt by such Trustees of a ruling from the
12 Internal Revenue Service to the effect that the
13 Pension Plan under said Trust qualifies
14 under Section 401 (a) of the Internal Revenue
15 Code and that such Trust is tax exempt
16 under Section 501 (a) of the Code; after
17 receipt of such ruling contributions shall be
18 payable as of the effective date specified in
19 the Agreement to which this is an Appendix.

20
21 **Add. B(4)** Employer shall furnish the
22 Trustees with information such as the names
23 of employees, classifications, Social Security
24 numbers, hours worked, and such other
25 information as may be required or deemed
26 necessary by the Trustees for the proper and
27 efficient administration of that Trust.

28
29 **Add. B(5)** Employer hereby authorizes
30 and directs the committee named in this
31 Agreement as representing the Employers,

1 and as to the future, the committee repre-
2 senting Employers named in the then cur-
3 rent Agreement successor to this Agreement
4 with the Union or any local thereof to do
5 each and all of the following in his
6 (Employer's) name and behalf, either indi-
7 vidually or in conjunction with other
8 Employers covered by this Agreement:
9

10 **Add. B(5)(a)** Execute the Trust Agreement
11 establishing the National Pension Trust;
12

13 **Add. B(5)(b)** Exercise any rights, powers
14 and authority given or provided by said
15 Trust Agreement or any amendments there-
16 to, to elect, select, appoint or to vote for one
17 or more Employer Trustees and successor
18 Employer Trustees of the Trust and to
19 remove or vote for or against the removal of
20 any Employer Trustee of the Trust;
21

22 **Add. B(5)(c)** Exercise any and all other
23 rights in connection with or relating to the
24 National Pension Trust or the Trust
25 Agreement, which are given the Employer,
26 either individually or together with other
27 Employers, under said Trust Agreement.
28

29 In exercising or in not exercising the power
30 and authorities herein granted, the committee
31 shall act on and in accord with, but only on

1 and in accord with, the vote of a majority of the
2 then members of the committee. Having so
3 acted, the committee may designate its then
4 chairman, alone or together with one or more
5 of its members, or one or more other members
6 of the committee, to vote or to execute any doc-
7 ument on behalf of the committee and/or
8 Employer and/or all or some of the other
9 Employers covered by this Agreement.

10
11 **Add. B(6)** Employer hereby irrevocably
12 designates the Employer Trustees appointed
13 pursuant to said Trust Agreement, and their
14 successors collectively as his (Employer's)
15 representatives for the purposes set forth in
16 said Trust Agreement.

17 18 **ADDENDUM "C"**

19
20 **Add. C(1)** In the Agreement to which this
21 is an appendix and in this appendix, the
22 Boilermakers Area Apprenticeship Funds
23 are referred to as "Area Apprenticeship
24 Funds," "Apprenticeship Funds" and
25 "Funds." The National Joint Apprenticeship
26 Board is composed of an equal number of
27 Employer and Union representatives select-
28 ed to represent the various Areas established
29 by the Trust Agreement. The Contractor is
30 referred to as "Employer" and the
31 Contractors are referred to as "Employers."

1 **Add. C(2)** Employer agrees to be bound
2 by the Agreement and Declaration of Trust
3 establishing the Boilermakers Area
4 Apprenticeship Funds and by any amend-
5 ments to said Trust Agreement.

6
7 **Add. C(3)** Payment of Employer contri-
8 butions to the Boilermakers Area
9 Apprenticeship Funds shall be made on the
10 dates and in the manner and form pre-
11 scribed by the National Joint Apprenticeship
12 Board of said Funds.

13
14 **Add. C(4)** Employer hereby authorizes
15 and directs the committee in this Agreement
16 named as representing the Contractors and,
17 as to the future, the committee named in the
18 then current Agreement successor to this
19 Agreement with the Union or local thereof,
20 to do each and all of the following in his
21 (Employer's) name and on behalf, either
22 individually or in conjunction with other
23 Employers covered by this Agreement:

24
25 **Add. C(4)(a)** Execute the Agreement and
26 Declaration of Trust establishing the
27 Boilermakers Area Apprenticeship Funds;

28
29 **Add. C(4)(b)** Exercise any rights, powers
30 and authority given or provided by said
31 Trust Agreement or any amendments there-

1 to to elect, select, appoint or to vote for one
2 Employer Member of the National Joint
3 Apprenticeship Board and a successor
4 Employer Member of such Board and to
5 remove or vote for or against the removal of
6 any Employer National Board Member
7 selected under this Agreement.
8

9 **Add. C(4)(c)** Exercise any and all other
10 rights in connection with or relating to the
11 Boilermakers Area Apprenticeship Funds or
12 its Trust Agreement, which are given the
13 Employer, either individually or together
14 with other Employers, under said Trust
15 Agreement.
16

17 In exercising or in not exercising the
18 power and authorities herein granted, the
19 committee shall act on and in accord with,
20 but only on and in accord with, the vote of a
21 majority of the then members of the com-
22 mittee. Having so acted, the committee may
23 designate its then chairman, alone or togeth-
24 er with one or more of its members, or one
25 or more other members of the committee, to
26 vote or to execute any document on behalf
27 of the committee and/ or Employer and/or
28 all or some of the other Employers covered
29 by this Agreement.
30
31

1 **ADDENDUM "D"**
2 **RULES COVERING DISMANTLING, DEMOLITION,**
3 **CONVERSION, MAINTENANCE, AND REPAIRS**
4

5 **Add. D(1) Rule 1 — Definition of Maintenance**
6 **and Repair.** It is agreed between the Union and
7 the Employer that the provisions of this
8 Addendum is applicable to maintenance,
9 repair, replacement of parts, demolition, and
10 renovation work that is primarily within the
11 recognized and traditional jurisdiction of the
12 Union and shall be performed in accordance
13 with the terms of this Addendum by a signa-
14 tory party to this Agreement.
15

16 When working Addendum D of the NTL
17 Agreement in conjunction with any of the
18 National Maintenance Agreements, on a
19 project, it is understood that all terms and
20 conditions of the National Maintenance
21 Agreements would apply except for the
22 local referral or hiring section, which would
23 be in accordance with Article 2(a), 2(b), or
24 2(c), whichever is applicable according to
25 the type of work to be performed.
26

27 All terms and conditions noted above
28 refer to wages, subsistence and shift differ-
29 ential contained in the appropriate National
30 Maintenance Agreements. Appropriate field
31 dues are per Article 5 of this Agreement.

1 **Add. D(2) Rule 2 — Definitions.**
2

3 **Add. D(2)(a)** Maintenance shall be work
4 performed for the repair, replacement, reno-
5 vation, revamp and upkeep of property,
6 machinery and equipment within the limits
7 of the plant property or other locations relat-
8 ed directly thereto.
9

10 **Add. D(2)(b)** The word "repair", used
11 within the terms of this Addendum and in
12 accordance with maintenance, is work
13 required to restore by replacement of parts
14 of existing facilities to efficient operating
15 conditions.
16

17 **Add. D(2)(c)** The word "renovation", used
18 within the terms of this Addendum and in
19 connection with maintenance, is work
20 required to improve and/or restore by
21 replacement or by revamping parts of exist-
22 ing facilities to efficient operating condition.
23

24 **Add. D(2)(d)** The term "existing facilities",
25 used within the terms of this Addendum is
26 limited to a constructed unit already com-
27 pleted and shall not apply to any new unit to
28 be constructed in the future even though the
29 new unit is constructed on the same proper-
30 ty or premises.
31

1 **Add. D(3) Rule 3 — Scope of Work.**

2
3 **Add. D(3)(a)** The provisions of this
4 Addendum covers all work to be performed
5 by the Employer for the purpose of maintenance,
6 repair, replacement of parts, and renovation
7 work in various plants wherein the
8 Employer works, assigned by the owner to
9 the Employer, and performed by the
10 employees covered by this Addendum.

11
12 **Add. D(3)(b)** The provisions of this
13 Addendum do not cover work performed
14 by the Employer of a new construction
15 nature, in which event said work shall be
16 done in accordance with existing provisions
17 of this Agreement.

18
19 **Add. D(3)(c)** The Union and the Employer
20 understand that the owner may choose to
21 perform or directly subcontract or purchase
22 any part or parts of the work necessary on
23 this project with due consideration given to
24 achieving the highest maintenance standards
25 and harmonious working conditions herein.

26
27 **Add. D(3)(c)** All subcontractors to the
28 Employer who may perform work within
29 the Boilermaker craft jurisdiction under this
30 Agreement shall abide by the terms of this
31 Agreement.

1 **Add. D(4) Rule 4 — Shift Starting Time,**
2 **Overtime Payment, and Equal Treatment.**

3
4 **Add. D(4)(a)** All time worked before and
5 after the established workday of eight (8)
6 hours, Monday through Friday, and all time
7 worked on Saturday, shall be paid at the rate
8 of time and one-half (1-1/2) except in cases
9 where such work is part of an employee's
10 regular Friday shift.

11
12 All time worked on Sunday shall be paid
13 for at the rate of double time (2) except in
14 cases where such work is part of an employ-
15 ee's regular Saturday shift. All time worked
16 on the holidays stated in Article 21 shall be
17 paid for at the rate of double time (2) except
18 in cases where such work is part of an
19 employee's regular straight time shift.

20
21 **Add. D(4)(b)** Shift work will be paid in
22 accordance with Article 20(a) or 20(b) of this
23 Agreement.

24
25 **Add. D(4)(c)** By mutual consent of the
26 Employer and the Union, the starting and
27 quitting times of any shift, including day
28 work, may be changed for all or any portion
29 of a particular job. For the purpose of this
30 Addendum, the standard work day of eight
31 (8) hours for the job or portion thereof to

1 which any such change of starting time
2 applies shall begin with such agreed start-
3 ing time.

4
5 **Add. D(4)(d)** Short or irregular work shift
6 rules in the applicable local or area mainte-
7 nance and repair agreement shall apply to
8 all work under this Addendum.

9
10 **Add. D(5) Rule 5 — Continuity of Work.**

11
12 **Add. D(5)(a)** There will be no work stop-
13 pages, strikes, or lockouts on maintenance
14 and repair work for any reason.

15
16 **Add. D(5)(b)** In the event of a work stop-
17 page due to a breakdown of negotiations,
18 men will continue to work on maintenance
19 and repair work covered by this Agreement.
20 *The Employer in order that continuity of*
21 *work shall be maintained agrees to be*
22 *bound by all the terms of the new agreement*
23 *when negotiated, including wages on a*
24 *retroactive basis to the date of the new con-*
25 *tract if such condition is established in the*
26 *new agreement.*

27
28 **Add. D(6) Rule 6 — Hiring and Transfer of**
29 **Men.** *The Employer, when performing work*
30 *under the provisions of this Addendum*
31 *agrees to hire men in any territory where*

1 work is being performed or is to be per-
2 formed in accordance with the hiring proce-
3 dure as set forth in Article 2(a), 2(b), or 2(c)
4 of this Agreement.

5
6 An exception to the above is that on 'other
7 cylindrical structures' [Article 2(a)] in oil
8 refineries and or petro chemical plants, the
9 hiring procedure will be: The first two men
10 (exclusive of foremen) shall be transient
11 boilermakers and the next two men shall be
12 local boilermakers. The next man will be a
13 transient boilermaker followed by two local
14 boilermakers. Predicated upon job require-
15 ments, this ratio will be maintained when
16 hiring additional men for the job.

17
18 An exception to the above referenced
19 ratio is that on short duration jobs of six (6)
20 days or less in oil refineries and/or petro
21 chemical plants, the first four (4) men
22 excluding the foreman shall be transient
23 boilermakers. All other manning shall be in
24 keeping with Rule 6.

25
26 In the event the local lodge is unable to fill
27 the request of the Employer for employees
28 within a forty-eight (48) hour period after such
29 request for employees (Saturday, Sunday, and
30 holidays excepted), the Employer may
31 employ workmen from any source.

1 Foremen shall be assigned and transferred
2 as provided in Article 8 of this Agreement.

3
4 **Add. D(7) Rule 7 — Subsistence.**
5 Subsistence shall be paid to all employees in
6 accordance with the provisions of the appro-
7 priate local agreement.

8
9 In the event job conditions or extenuating
10 circumstances warrant, above Rule 7 may be
11 modified by mutual consent of the
12 Contractor and the Business Manager.
13 However, in no circumstances will the con-
14 ditions of Rule 7 be exceeded.

15 **ADDENDUM "E"**

16
17
18 **Add. E(1)** In the Agreement to which this
19 is an appendix and in this appendix, the
20 Boilermakers National Annuity Trust is
21 referred to as "National Annuity Trust,"
22 "Annuity Trust" or "Trust"; the Contractor is
23 referred to as "Employer" and the
24 Contractors are referred to as "Employers."

25
26 **Add. E(2)** Employer agrees to be bound
27 by the Trust Agreement entered into as of
28 November 1, 1985, establishing the
29 Boilermakers National Annuity Trust and
30 by any amendments to said Trust
31 Agreement, and to execute an individual

1 acceptance of said Trust Agreement and
2 amendments upon request of the Union.
3

4 **Add. E(3)** Payment of Employer contribu-
5 tions to the National Annuity Trust in the
6 amount specified in the Agreement to which
7 this is an Appendix shall be made on the
8 dates and in the manner and form prescribed
9 by the Trustees of said Trust; provided that
10 no contributions shall be made prior to the
11 receipt by such Trustees of a ruling from the
12 Internal Revenue Service to the effect that the
13 Annuity Plan under said Trust qualifies
14 under Section 401 (a) of the Internal Revenue
15 code and that such Trust is tax exempt under
16 Section 501 (a) of the Code; after receipt of
17 such ruling contributions shall be payable as
18 of the effective date specified in the
19 Agreement to which this is an Appendix.
20

21 **Add. E(4)** Employer shall furnish the
22 Trustees with information such as the names
23 of employees, classifications, Social Security
24 numbers, hours worked, and such other
25 information as may be required or deemed
26 necessary by the Trustees for the proper and
27 efficient administration of that Trust.
28

29 **Add. E(5)** Employer hereby authorizes
30 and directs the committee named in this
31 Agreement as representing the Employers,

1 and as to the future, the committee repre-
2 senting Employers named in the then cur-
3 rent Agreement successor to this Agreement
4 with the Union or any local thereof to do
5 each and all of the following in his
6 (Employer's) name and behalf, either indi-
7 vidually or in conjunction with other
8 Employers covered by this Agreement:
9

10 **Add. E(5)(a)** Execute the Trust Agreement
11 establishing the National Annuity Trust;
12

13 **Add. E(5)(b)** Exercise any rights, powers
14 and authority given or provided by said
15 Trust Agreement or any amendments there-
16 to, to elect, select, appoint or to vote for one
17 or more Employer Trustees and successor
18 Employer Trustees of the Trust and to
19 remove or vote for or against the removal of
20 any Employer Trustee of the Trust;
21

22 **Add. E(5)(c)** Exercise any and all other
23 rights in connection with or relating to
24 National Annuity Trust or the Trust
25 Agreement, which are given the Employer,
26 either individually or together with other
27 Employers, under said Trust Agreement.
28

29 In exercising or in not exercising the
30 power and authorities herein granted, the
31 committee shall act on and in accord with,

1 but only on and in accord with, the vote of a
2 majority of the then members of the com-
3 mittee. Having so acted, the committee may
4 designate its then chairman, alone or togeth-
5 er with one or more of its members, or one
6 or more other members of the committee, to
7 vote or to execute any document on behalf
8 of the committee and/or Employer and/or
9 all or some of the other Employers covered
10 by this Agreement.
11

12 **Add. E(6)** Employer hereby irrevocably
13 designates the Employer Trustee appointed
14 pursuant to said Trust Agreement, and their
15 successors collectively as his (Employer's)
16 representatives for the purposes set forth in
17 said Trust Agreement.
18
19
20
21
22
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24
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29
30
31

UNION DIRECTORY

NATIONAL TRANSIENT DIVISION REPRESENTATIVES

William J. Almond
Director

5280 Old Springville Road, Suite F
Pinson, AL 35126

Phone:	Office	205/856-9080
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Montana	Washington
Nevada	

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18096 Kings Row, Suite B
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Kansas	Texas
Louisiana	Wyoming

Wilfredo (Wil) Hinojosa
NTL Bus. Mgr./Sec.-Treas. and Intl. Rep.
112 E. Dudley St.
Maumee, OH 43537

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Maryland	Dist. of Columbia
Illinois	Nebraska
Iowa	North Dakota
Michigan	South Dakota
Minnesota	Wisconsin

John (Joe) Bazy
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Phone:	Office	412/367-0792
	Fax	412/367-1445
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Maine	Pennsylvania
Massachusetts	Rhode Island
New Hampshire	Vermont
New Jersey	

Alvah (Al) Watts
International Representative
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Garden City, GA 31408

Phone:	Office	912/964-0985
	Fax	912/964-0391
	Home	912/925-7676

Alabama	N. Carolina
Florida	S. Carolina
Georgia	Tennessee
Mississippi	

NATIONAL TRANSIENT LODGE OFFICERS

Ronny Vanscoy

President & Business Assistant

Gary S. Scott

**Vice-President & Chairman of Board of Trustees
& Business Assistant**

Wilfredo Hinojosa

Business Manager/ Secretary-Treasurer

Shon Almond

Trustee & Recording Secretary

Matt Dixon

Trustee

CONTRACTOR DIRECTORY

COMPANIES SIGNATORY TO THE NTL AGREEMENT

AB & C Tank Services
3401 Grand Avenue
Pittsburg, PA 15225
412/771-7828
412/771-7832 (fax)

ARB, Inc.
26000 Commercentre Drive
Lake Forest, CA 92630
949/454-7144
949/595-5525 (fax)

All State Tank Company, Inc.
Route 5, Box 213A
Jay, OK 74346
918/854-3425
918/854-3519 (fax)

American Boiler & Chimney Co.
3401 Grand Avenue
Pittsburg, PA 15225
412/771-7828
412/771-7832 (fax)

APComPower, Inc.
P. O. Box 568
2000 Day Hill Road
Windsor, CT 06095-0568
860/285-9655
860/285-4120 (fax)

Artco Fabricating U.S.A., L.L.C.
5849 Cinnamon Tree Lane
St. Louis, MO 63129
314/487-3444
314/892-4130 (fax)

Atlantic Plant Maintenance
3225 Pasadena Blvd.
Pasadena, TX 77503
713/475-4521
713/740-8032 (fax)

AZCO Inc.
806 Valley Road
P. O. Box 567
Appleton, WI 54912-0567
920/734-5791
920/734-7432 (fax)

BMW Constructors, Inc.
1740 West Michigan Street
P. O. Box 22210
Indianapolis, IN 46222-0210
317/267-0400
317/267-0572 (fax)

BSW Corporation
655 Washington County Line Rd
P. O. Box 78
Marissa, IL 62257
618/295-2331
618/295-3455 (fax)

Caldwell Tanks, Inc.
4000 Tower Road
P.O. Box 35770
Louisville, KY 40232
502/964-3361
502/966-8732 (fax)

Capital City Construction Corp.
2804 Walmsley Blvd.
P. O. Box 34548
Richmond, VA 23234-0548
804/275-9201
804/271-5598 (fax)

CBI Services, Inc.
1503 North Division Street
Plainfield, IL 60544-8984
815/439-6668
815/439-6001 (fax)

Central Maintenance & Welding
P. O. Drawer 777
Lithia, FL 33547
813/737-1402
813/650-8852 (fax)

Century Construction
Management, Inc.
210 Washington Avenue
Dravosburg, PA 15034
412/469-8800
412/469-0813 (fax)
724/545-3444
724/545-3441 (fax)

Chattanooga Boiler & Tank Co.
1011 E. Main Street
P. O. Box 110
Chattanooga, TN 37401
423/266-7118
423/755-6708 (fax)

Chester Pool Systems
4514 Bud Prather Road
P. O. Box C
Sellersburg, IN 47172
812/246-5486
812/246-4260 (fax)

Construction Tank Services
12343 East Skelly Drive
P. O. Box 690327
Tulsa, OK 74169
918/437-4400
918/437-0808 (fax)

Construction & Turnaround
Services

12343 East Skelly Drive
P. O. Box 690327
Tulsa, OK 74169
918/437-4400
918/437-0808 (fax)

CTI Field Services, Inc.
6100 Center Grove Road
Edwardsville, IL 62025
618/655-0010
618/655-0407 (fax)

Double H Industrial Field Service,
8459 US Hwy 42, Suite #263
Florence, KY 41042
859/647-2770
859/647-2110 (fax)

Ellerbe Brothers
P. O. Box 2786
Port Arthur, TX 77643-2786
409/982-6424
409/982-9272 (fax)

Enerfab, Inc.
4955 Spring Grove Avenue
Cincinnati, OH 45232
513/641-0500
513/641-1821 (fax)

F & B Steel Erectors, Inc.
331 Airport Road
Sutton, WV 26601
304/765-2999
304/765-2997 (fax)

Fisher Tank Company
3131 W. Fourth Street
Chester, PA 19013
610/494-7200
610/485-0157 (fax)

General Engineering Corporation
5205 Adamo Drive
P. O. Box 5419 (zip 33675)
Tampa, FL 33619
813/623-2675
813/626-1641 (fax)

Hamon Custodis, Inc.
58 East Main Street
P. O. Box 1500
Somerville, NJ 08876
908/333-2088
908/333-2151 (fax)

HMT Construction Services LLC
P. O. Box 130
Kelton, PA 19346
610/869-8535
610/869-3885 (fax)

The Jos. Honhorst Company
1050 Dalton Avenue
Cincinnati, OH 45203
513/721-3074
513/721-3443 (fax)

Imperial Steel Tank Company
3234 West 31st Street
Chicago, IL 60623
773/523-7117
773/523-9002 (fax)

Industrial Service & Repair, Inc.
207 39th Ave. E
P. O. Box 2038
Superior, WI 54880
715/398-7661
715/398-9638 (fax)

Industrial Tank Erecting, Inc.
P. O. Box 547
Connelly Springs, NC 28612
828/397-3231
828/397-3187 (fax)

International Chimney
Corporation
55 South Long St.
P. O. Box 260
Buffalo, NY 14231-0260
716/634-3967
716/634-3983 (fax)

Jersey Tank Fabricators, Inc.
P. O. Box 257
Cream Ridge, NJ 08514
908/561-2865
908/561-1427 (fax)

J. H. Kelly
8401 Gateway Terrace
Oklahoma City, OK 73149
405/632-3470
405/632-3477 (fax)

Kennedy Tank & Mfg. Co., Inc.
833 E. Sumner Avenue
P. O. Box 47070
Indianapolis, IN 46247-0070
317/787-1311
317/783-7772 (fax)

Frank Lill & Son, Inc.
656 Basket Road
Webster, NY 14580
716/265-0490
716/265-1842 (fax)

Lopez & Associates, Inc.
800 North Grove Avenue
Oak Park, IL 60302
708/386-0850
708/386-8277 (fax)

M.I.S.T.

7302 State Route 132
Blanchester, OH 45107
513/877-2700
513/877-2705 (fax)

**Matrix Service — MainServ
Division**

202 Hansen Court
Newark, DE 19713
302/453-8300
302/453-1526 (fax)

**Matrix Service — Mid
Continent, Inc.**

*Crownwood Industrial
Estates, Bldg. 100*
500 Corell Drive,
Bristol, PA 19007
215/946-9299
215/946-9422 (fax)
734/847-4605 (MI ofc)
734/847-1768 (MI fax)

Metalweld/U.S.C.E. Inc.

Tank & Tower Div.
800 Railroad Street
Joliet, IL 60436
815/723-6365
815/726-1755 (fax)

Miller Mechanical Services, Inc.

51 Walnut
P. O. Box 504
Glens Falls, NY 12801
518/792-0430
518/792-2956 (fax)

Mitternacht Boiler Works, Inc.

P. O. Box 489
Satsuma, AL 36572
334/675-2550
334/675-2671 (fax)

R. F. Mlasofsky & Co.

210 Hayes Street
P. O. Box 868
Delaware, OH 43015-0868
740/363-5200
740/363-0840 (fax)

Molter Corporation

P. O. Box 751
Frankfort, IL 60423
708/720-1600
708/720-1635 (fax)

**Monarch Welding &
Engineering, Inc.**

23538 Pinewood Street
Warren, MI 48091-3122
586/754-5400
586/754-9088 (fax)

Moorhead Machinery & Boiler Co.
3477 University Avenue, N.E.
Minneapolis, MN 55418
612/789-3541
612/789-3540 (fax)

Morse Construction Group, Inc.
5500 South First Avenue
Everett, WA 98203
425/258-2731
425/259-6355 (fax)

Mosley Construction, Inc.
11233 Manchester Road
St. Louis, MO 63122
314/821-7555
314/821-4614 (fax)

MRL Constructors of New York
P. O. Box 148
Massena, NY 13662-0148
315/769-1241
315/769-2008 (fax)

Mueller Field Operations, Inc.
P. O. Box 828
Springfield, MO 65801-0828
417/831-5193
417/831-3528 (fax)

Murphy Company
1233 North Price Road
St. Louis, MO 63132
314/997-6600
314/692-1520 (fax)

National Steel Erection, Inc.
1115 Industrial Drive
P. O. Box 1772
Owensboro, KY 42302-1772
270/926-2534
270/683-1960 (fax)

Nooter Construction Company
1400 South Third Street
St. Louis, MO 63104
314/421-7600
314/421-7745 (fax)

Olmsted, Inc.
P. O. Box 572
West Elizabeth, PA 15088
412/384-2161
412/384-2169 (fax)

PDC Facilities, Inc.
700 Walnut Ridge Drive
Hartland, WI 53029-0900
262/367-7700
262/367-7744 (fax)

PSF Industries, Inc.
65 South Horton Street (zip
98134)
P. O. Box 3747
Seattle, WA 98124
206/622-1252
206/682-1070 (fax)

Phillips, Getschow Company
229 Van Buren Street
Oconto Falls, WI 54154
920/846-8000
888/846-8135 (fax)

Piping & Equipment Co., Inc.
3505 North Topeka Street (zip
67219)
P. O. Box 1065
Wichita, KS 67201
316/838-7511
316/838-2014 (fax)

Pridgen Tank Construction, Inc.
1086 Ernest Pridgen Road
Wray, GA 31798
912/359-2216
912/359-3865 (fax)

Pullman Power, LLC
P. O. Box 33420
Kansas City, MO 64120
816/231-7400
816/241-5582 (fax)

RECO Constructors, Inc.
710 Hospital St.
P. O. Box 25189
Richmond, VA 23260-5189
804/644-2611
804/643-3561 (fax)

RMF - Delta Maintenance, Inc.
671 Spencer Street
Toledo, OH 43609
419/382-4410
419/381-2457 (fax)

Rock Hill Mechanical Corp.
524 Clark Avenue
Kirkwood, MO 63122
314/966-0600
314/966-7792 (fax)

RTC/Enviro-Fab, Inc.
9043 M-106
Munith, MI 49259
517/596-2987
517/596-2548 (fax)

Shamrock Enterprises
1905 West Galbraith Road
Cincinnati, OH 45239
513/931-9641
513/931-9644 (fax)

Sistersville Tank Works, Inc.
1942 McCoy St., P. O. Box 200
Sistersville, WV 26175
304/652-3011
304/652-3031 (fax)

Standard-Hayes Boiler & Tank
1000 West 142nd Street
Riverdale, IL 60827
708/849-5100
708/849-5343 (fax)

W & K Welding & Tank Erectors
P. O. Box 5481
Delanco, NJ 08075
856/764-1210
856/786-1993 (fax)

Steel Style Inc.
401 South Water Street
Newburgh, NY 12550
845/562-0860
845/562-0870 (fax)

Wachs Technical Services, LTD
3708 Performance Road
Charlotte, NC 28214
704/398-0655
704/393-3340 (fax)

Tachell Tank Corporation
680 Lambert Road
Cle Elum, WA 98922
509/674-5725
509/674-5519 (fax)

Welding House
3421 East Cleveland Street
Ladd, IL 61329
815/894-2165
No Fax #

Tank-Tek of Kentucky, Inc.
P. O. Box 15
Philpot, KY 42366
270/729-9106
270/729-2320 (fax)

Welding Services, Inc.
2225 Skyland Court
Norcross, GA 30071
770/452-0005
770/449-4684 (fax)

Union Tank Erection, Inc.
8803 Highway 161 South
Scott, AR 72142
501/961-2501
501/961-1102 (fax)

Western Chimney Services, Inc.
1230 West 2600 South
Woods Cross, UT 84087
801/299-0109
801/299-0235 (fax)

Vic's Welding & Engineering, Inc.
3000 - 145th Street East
Rosemount, MN 55068
651/423-2317
612/423-7402 (fax)

Wetzel Tank Construction Co.
P. O. Box 278
Southwest City, MO 64863
417/762-3772
417/762-3109 (fax)

Williams Service Group, Inc.
500 Corporate Centre Drive,
Suite 100
Scott Depot, WV 25560
304/722-7700
304/757-1210 (fax)

Wright Industrial, Inc.
934 State Street
Madison, IL 62060
618/452-6133
618/452-7095 (fax)

Wilsie Construction Co., Inc.
735 East Seneca Street
Oswego, NY 13126
315/342-1880
315/343-8238 (fax)

Winbco Tank Company
1200 East Main Street
P. O. Box 618
Ottumwa, IA 52501
641/683-1855
641/683-8265 (fax)

Witherup Construction Co., Inc.
P. O. Box 1484
Youngstown, OH 44501
330/744-8872
No Fax #

Witherup Fabrication & Erection
431 Kennerdell Road
P. O. Box 55
Kennerdell, PA 16374
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814/385-6028 (fax)

NATIONAL TRANSIENT LODGE (NTL)

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